Allen 243; Bartlett *v.* Nye. 4 Metc. 378; Tucker *v.* Seaman's Aid Society, 7 Metc. 188; Burbank *v.* Witney, 24 Pick. 146; Parker *v.* Cowell, 16 N. H. 149; Wright *v.* M. E. Church, Hoffm. Ch. 202; Gibson *v.* McCall, 1 Rich. L. (S. C.) 174; Hadden *v.* Methodist Society (N. J.) 32 L. R. A. 625, and note; Williams *v.* First Presbyterian Society, 1 O. St. 478; Burr *v.* Smith, 7 Vt. 241, 29 Am. Dec. 154; Pickering *v.* Shotwell, 10 Pa. St. 23; Conklin *v.* Davis, 63 Conn. 377, 28 Atl. 537; Tappan *v.* Deblois, 45 Me. 130.

In South Carolina a church, though it is an unincorporated association, is capable of taking. Dye *v.* Beaver Creek Church, 48 S. C. 444, 59 Am. St. Rep. 724.

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

GARRETT *v.* FINCH et ux.

June 13, 1907.

[57 S. E. 604.]

1. Equity—Bill—Multifariousness.—Where a bill for the rescission of a lease alleged in the ordinary way that complainant had been induced to enter into the contract by the false representations, warranties, and statements of the lessors and their agent, and that he would not have made the contract but for his faith in the truth of these representations, and it is not perceived that the course pursued could result in injury to any one of the parties to the litigation, the bill will not be dismissed as multifarious.

2. Cancellation of Instruments—Jurisdiction—Court of Equity.—A suit in equity is the proper remedy for relief where the prime object is to have rescinded a lease alleged to have been procured by fraud.

3. Same—Bill—Allegations of Fact.—A bill to have a lease set aside for fraud alleged that prior to the making of the lease, and as an inducement to the plaintiff to enter into it, he was assured by the lessors and their agent that a certain pier then in progress of construction would be completed and maintained; that the steamboats of certain domestic and foreign lines would have their wharfage regularly at this pier; that Thirty-Second street was to be opened, and a number of warehouses erected on or adjacent to the pier; that because of these things this pier would become the leading one in the city and Thirty-Second street the main thoroughfare; that the lot leased by the plaintiff is about 300 yards from the river and so situated as to be peculiarly benefited by the completion and maintenance of the pier and the extension of Thirty-Second street; that it was well known to the lessors that, unless these representations and assur-

ances were fulfilled, the lot in question was not worth anything like the rental the plaintiff finally agreed to pay, and that the plaintiff would not have made the lease if the false representations had not been made. Held, that the representations of fact were sufficiently alleged in the bill to entitle the plaintiff to a hearing.

4. Same—Laches.—In a suit by a lessee to rescind a lease on the ground that he was induced to take the lease by the false assurances and representations of the lessors and their agent concerning improvements and changes to be made in regard to property under their control, about or near the leased premises, the bill alleged that, after the making of the lease in 1899, one of the lessors brought a suit against the other, which was still pending when the present suit was begun in 1906, and involved in part the property concerning which the representations were made and the changes promised; that no effort had been made since the commencement of the first suit to carry out the representations, and that plaintiff was led to believe that the representations could not be carried out until the controversy was ended, and that during this time plaintiff rested upon the belief that the representations would be carried out, when the controversy was settled, and he would not be compelled to resort to a suit in equity to rescind the lease, but that from the long delay he had been forced to believe that the representations were false and untrue, and that he was thereby forced into the litigation to avoid the imputation of laches in the premises, and he did not bring the suit to escape the consequences of a bad bargain. Held, that it cannot be said as a matter of law that plaintiff by laches lost his right to disaffirm the lease.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Cancellation of Instruments, §§ 49-54.]

LYNCHBURG HOSIERY MILLS *v.* CHESTERFIELD MFG. CO.

June 13, 1907.

[57 S. E. 606.]

Sales—Contract—Offer and Acceptance.—Plaintiff requested quotations on yarn of specified sizes, to which defendant replied, quoting, subject to acceptance by wire on the succeeding Monday, yarn of sizes requested at certain prices and discounts. Plaintiff immediately replied by wire, accepting quotations for 50,000 pounds "particulars by letter," in which plaintiff required delivery in lots of 1,200 pounds of one number, and 800 pounds of another number, per week, commencing in two or three weeks from date, delivery to continue for 10 weeks, when plaintiff agreed to furnish proportions for the balance in less than four weeks ahead of the time of delivery, or sooner, at defendant's option. Held, that plaintiff's acceptance contained terms and conditions not within defendant's offer, and that such acceptance was insufficient to constitute a contract of sale.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 43, Sales, § 42.]